

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHEASTERN DIVISION**

RICHARD JONES,

PLAINTIFF,

V.

Civ. Act. No.: 5:18-cv-00508-MHH

HYOSUNG USA, INC.,

DEFENDANT.

NOTICE OF ATTORNEYS' LIEN

EXHIBIT A



2151 Highland Avenue South, Suite 110
Birmingham, Alabama 35205
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ATTORNEY FEE AGREEMENT

The Client Richard Jones hereby retains and employs Fonteneau and Arnold, LLC (Attorney) to evaluate, investigate and/or prosecute the claim of the undersigned for the recovery of damages for violation of the following statute(s) Title VII Section 1981, and any related charges perpetrated by and/or such other persons, firms, corporations, or entities as may be later determined to be liable or responsible to the undersigned for violation of the aforementioned statute while the Client was employed at Hyosung.

In payment for services rendered in this undertaking, the Client hereby assigns and transfers to said Attorney and agrees to pay said Attorney the following amounts according to the terms specified:

The term a Net Recovery shall mean the total recovery (inclusive of interest, Attorney's fees, and liquidated damages) less expenses, including any court costs, investigation costs, discovery costs, witness fees, expert witness fees, travel, copying charges, fees for obtaining medical records, subpoenas, service of process expenses, mediation, arbitration, commercial printing fees, or other expenses advanced by either Client or Attorney incidental to the prosecution and/or settlement of the case.

1. Attorney will advance the sums for expenses beyond the filing fee. Should this matter be settled, Client understands that Attorney will deduct from the total amount of the settlement all expenses advanced. In addition to specific expenses, such as cost of depositions and other items listed above, Attorney will recover off of the top of any settlement a flat charge of \$500 in order to recover the cost of the filing fee and cost of postage, copies, fax machines, long distance phone charges, and the like if suit has been filed.

2. Client further agrees to equally split (50/50) any recovery with said Attorney, after reimbursement of expenses and costs. If a retainer fee is paid, said retainer will be deducted from Attorney's fee at the time of distribution.

3. Client assigns to the Attorney any interest in the right to any Attorneys' fees awarded to the Client by any Court having jurisdiction over a lawsuit prosecuted under the Claim. If Attorney asserts a claim under a federal or state statute allowing recover of Attorney's fees, and if Attorney's fees are recovered by judgment or by negotiated agreement, then the amount of any such Attorney's fees shall be added to the amount of any other recovery, and the contingency fee provided for by this agreement shall be applied to the total amount of monies received from any opposing party including both settlement amounts and recovery of Attorney's fees; provided, however, that if any Attorney's fee exceeds the contingency fee provided by herein, Attorney shall have the option of retaining the Attorney's fee in lieu of contingency fee.

4. In the event this matter is brought to trial, and the Client does not prevail on this matter, the Client will owe said Attorney nothing further for his services rendered or costs advanced in this action.

5. It is understood that Client's claim(s) may be settled either before or after suit is filed, or before or after a trial of the case.

6. This agreement does not cover an appeal of any Order entered in any lawsuit commenced with respect to the claim. If the Client wishes to appeal and the Attorney wishes to represent the client on an appeal, Client and Attorney will enter into an additional agreement for that purpose.

7. If, after investigation, it appears that Client's claim(s) do not appear to have merit, Attorney shall have the right to terminate this agreement. At the discretion of the Attorney, he or she may withdraw at any time from the case if the investigation discloses that there is no liability or no assets or no insurance coverage on the part of the defendant(s), and if such withdrawal will not prejudice Client. In addition, Attorney may withdraw as counsel for client and terminate this Agreement for any reason which would authorize withdrawal under the applicable Alabama Code of Professional Responsibility. Client agrees that the Attorney may withdraw representation of the client and terminated this agreement if the client misrepresents any fact, fails to inform Attorney of any material fact, fails to cooperate with the Attorney, if the Attorney determines that the Attorney/Client relationship has broken down or if the Attorney determines there is no reasonable likelihood of recovery on behalf of the Client.

8. Client understands that he/she has an obligation to keep Attorney informed of change of address or telephone number. It is critical for Attorney to be able to contact Client for, among other things, settlement of the case. In the event Client has failed to advise Attorney of his or her correct address and/or telephone number at the time Attorney has a settlement offer that can be recommended to Client, Client hereby expressly authorizes Attorney to accept a settlement offer that Attorney believes to represent fair value for settlement of the case. Client further expressly authorizes Attorney to execute any settlement agreement and release on behalf of Client, including any terms regularly and/or customarily included in such settlement agreement and release. Finally, in such event Client expressly authorizes Attorney to endorse Client's name on any check for the proceeds of such settlement and to deposit said check into the trust account of Attorney, holding Client's portion of said proceeds until such time as Client gets in contact with Attorney again.

9. Client authorizes Attorney to send communications, including communications involving privileges matters and documents to the Client's email address, as reported to the Attorney. If any person has access to the Client's email address other than the Client, the Client bears the responsibility to ensure that any such person does not review email communications from the Attorney. The Client must notify the Attorney immediately if the address changes or is discontinued. If the Client has no email address, then this paragraph has no effect.

10. Client understands that confidential communications cannot and will not occur through the use of Social Media platforms such as Facebook, Twitter, or Snapchat etc.

11. No promise or representation has been made by Attorney as to the outcome of the claim(s) or litigation, or as to what sums of money, if any, Client may be entitled to recover in this case. Attorney has advised Client that he or she is not in a position to offer tax advice and that Attorney makes no representation regarding the tax treatment of any payments Client may receive. Client understands that Attorney has not been retained to provide any opinion or

advice on tax issues and Attorney shall not be responsible for such a determination. Client understands that the tax treatment of any payment he/she may receive must be determined by him/her and his/her accountant or tax counsel and, of course, by the IRS. Client understands he/she may or may not owe income taxes on any money received under the claim and that some portion of a recovery may come in the form of a payroll check with various taxes and withholdings. Client is free to consult with another Attorney, an accountant, the IRS, the Alabama Department of Revenue, or any other source to determine the taxability of any income received by the Client for the Claim.

12. Client hereby appoints and designates Attorney as his/her attorney-in-fact with full authority to negotiate and endorse the client's name on any negotiable instrument in connection with said representation.

13. If for any reason the Client cancels Attorney's services prior to trial, or if a settlement offer from defendant is recommended by Attorney and is not accepted by the Client, then the Client agrees to pay the Attorney the greater of the regular hourly rates for services rendered on the Client's behalf in this action or the fee the Attorney would have received from the recommended settlement offer.

14. Client agrees that Attorney may engage the services of other attorneys to help pursue this litigation.

IMPORTANT: IT IS YOUR RESPONSIBILITY TO STAY IN TOUCH WITH US WITH ANY CHANGE OR PHONE NUMBER OR ADDRESS. BY SIGNING THIS CONTRACT, YOU HAVE AGREED TO KEEP OUR FILE UPDATED WITH YOUR CORRECT ADDRESS AND PHONE NUMBER. IF YOU FAIL TO DO SO, WE, AS YOUR ATTORNEYS, HAVE YOUR PERMISSION TO NOT FILE YOUR EEOC CHARGE OF DISCRIMINATION AND/OR LAWSUIT WITHOUT PREPAYMENT OF FILING FEES, EVEN IF BY FAILING TO DO SO YOUR CLAIMS ARE STATUTORY BARRED FOREVER.

Dated: _____

Richard Jones (Attorney)

(Client)

(Client)